

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**UNITED STATES OF AMERICA**

**v.**

**2006 MASERATI QUATTROPORTE,  
VIN ZAMCE39A060023293; AND  
2010 MERCEDES BENZ E350,  
VIN WDDHF5GB2AA065729**

**Defendants in Rem.**

**CAPITAL ONE AUTO FINANCE, A  
DIVISION OF CAPITAL ONE, N.A.  
Claimant.**

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**CRIMINAL CASE NO.:  
1:14-CR-188-AT-GGB**

**CLAIM OF INTEREST IN PROPERTY**

COMES NOW, Claimant Capital One Auto Finance, a Division of Capital One, N.A., (hereinafter "Capital One") in the above-styled case, by and through undersigned counsel, and hereby files this Claim of Interest in Property pursuant to 21 U.S.C. § 853(n)(2), and hereby states the following:

1.

Capital One holds a valid perfected security interest in that certain as 2006 Maserti Quattroporte, Vechile Identifiy Number: ZAMCE39A060023293, (collectively the "Collateral"), by virtue of a Retail Installment Contract - Simple Finance Charge (the "Contract") attached hereto as Exhibit "A" and Electronic Title Information attached hereto as Exhibit "B".

2.

Capital One holds a valid perfected security interest in that certain 2010 Mercedes Benz E350, Serial Numbers WDDHF5GB2AA065729 (collectively the "Collateral"), by virtue of a Retail Installment Contract - Simple Finance Charge (the "Contract") attached hereto as Exhibit "C" and Certificate of Title attached hereto as Exhibit "D".

3.

Claimant knows of no other parties having an interest in the collateral.

4.

Claimant hereby verifies upon oath and affirmation, under penalty of perjury, that the foregoing is true and correct to the best of his knowledge and belief.

WHEREFORE, Capital One moves this Court for an order terminating the order of forfeiture as to the above-described Collateral, and for such other and further relief as the Court deems just and appropriate.

Dated this 17th day of February, 2015.

/s/ Vanessa A. Leo

Thomas S. Topping, GBN 714716

Vanessa A. Leo, GBN 410598

Topping & Associates, LLC  
1930 North Druid Hills Road, Suite B  
Atlanta, Georgia 30319  
(404)728-0220

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UNITED STATES OF AMERICA

v.

2006 MASERATI QUATTROPORTE,  
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2010 MERCEDES BENZ E350,  
VIN WDDHF5GB2AA065729

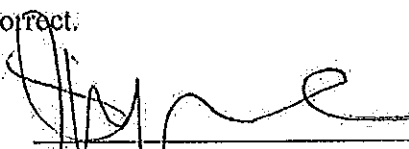
Defendants in Rem.

CAPITAL ONE AUTO FINANCE, A  
DIVISION OF CAPITAL ONE, N.A.  
Claimant.

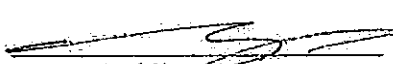
CRIMINAL CASE NO.:  
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VERIFICATION

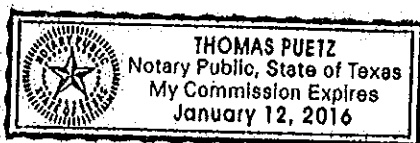
Personally appeared before the undersigned officer, duly authorized to administer oaths,  
Sylvia Njue, who after having been duly sworn, deposes and states under oath that the facts set  
forth in the within and foregoing Pleadings are true and correct.

  
SYLVIA NJUE  
Affiant/ Claimant

Sworn to and subscribed  
before me this 17<sup>th</sup> day of February, 2015.

  
Notary Public

My Commission Expires: January 12, 2016



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CERTIFICATE OF SERVICE

I, the undersigned, an attorney with Topping & Associates, LLC, certify that I am, and at all times hereinafter mentioned was more than 18 years of age; and

That on the 17th day of February 2015, I served a copy of the within *Claim of Interest in Property* filed herein, by first class U.S. Mail with adequate prepaid postage, to said respondents in this matter as follows:

Michael J. Brown, Esq.  
Assistant U.S. Attorney  
U.S. Department of Justice  
Richard Russell Federal Building  
75 Spring Street S.W.  
Suite 600  
Atlanta, Georgia 30303

Jerome J. Froelich, Jr., Esq.  
McKenney & Froelich  
1360 Peachtree Street,  
Suite 190  
Atlanta, GA 30309

John A. Horn, Esq.  
United States Attorney  
U.S. Department of Justice  
Richard Russell Federal Building  
75 Spring Street S.W.  
Suite 600  
Atlanta, Georgia 30303

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed On: 2/17/15

By: /s/ Vanessa A. Leo  
Thomas S. Topping, GBN 714716  
Vanessa A. Leo, GBN 410598

HEALING INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE  
00110201024

Drawn Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer Name and Address (Including County and Zip Code)	Seller Name and Address (Including County and Zip Code)	Company Name (Name and Address)
AAA VEHICLES PURCHASING [REDACTED]	[REDACTED]	ATLANTA USED CAR CENTER, INC. 1499 INDUSTRIAL PARK DRIVE ROSETT, GA 30062
[REDACTED]	[REDACTED]	ATLANTA USED CAR CENTER, INC. 1499 INDUSTRIAL PARK DRIVE ROSETT, GA 30062

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and FINESSES (Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth in Lending Disclosures below are part of this contract.

New Used/Caro	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
Used	06	MINI COOPER R55	ZANKE39A060023293	<input checked="" type="checkbox"/> Personal, family or household <input type="checkbox"/> Business <input type="checkbox"/> Agricultural <input type="checkbox"/> _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The dollar amount of your credit as a yearly rate	The dollar amount of credit you could use	The amount of cash provided to you or the purchase of a vehicle	The money you will have paid at payment end on schedule	The total cost of your purchase on credit, including your down payment of \$
11.80%	\$ 15,686.07	\$ 38,518.81	\$ 53,916.48	\$ 31,181.52
				\$ 37,827.58

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$745.83	Monthly beginning 7/26/11

On All Payments

Like Charge: If payment is not received in full within 30 days after it is due, you will pay a late charge of \$10.50 per \$1,000 of the part of the payment not in full, whether or not.

Prepayment: If you pay off all your debt early, you will not be charged a prepayment penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See the contract for more information including information about a warranty, rebates, any required repairs to be made before the scheduled sale and security interest.

Insurance. The way you buy the physical damage insurance for your car can have a big effect on the amount of money you are charged to help pay the debt. Insurance in Florida, for example, is structured by the actual amount of money paid out, not by the actual amount of damage to the car. So, if you have a \$100,000 car and you buy a \$100,000 policy, you will pay a higher premium than if you buy a \$50,000 policy. Insurance is required for all vehicles.

If your insurance is cash value, policies are paid for by payments that you make. These payments will also be used for the loan and interest.

Check the insurance you want and give the agent:

Optional Credit Information

☐ Credit Life    ☐ Buyer    ☐ Cashier    ☐ Rent  
☐ Credit Death by Buyer Only

Position

On-Unit 4                  N/A  
Off-Unit 4                  N/A

Insurance Company Name

\_\_\_\_\_

Agent's Office Address

\_\_\_\_\_

Check the insurance and check carefully for errors and omissions. If you find an error, you must correct it before you can submit the application. If you find an error, you must correct it before you can submit the application. If you find an error, you must correct it before you can submit the application. If you find an error, you must correct it before you can submit the application.

ESTIMATION OF ANNUAL EXPENSES			93-94	94-95
1. Cash Payroll (including Social Security)			93-94	94-95
<b>2. MERCEDES-BENZ S-CLASS</b>				
Cash	Vehicle	Insurance		
Cost	Lease in Germany		\$11,000.00	
Lease Pay Off Month by Order			\$12,088.88	
Quota Paid Back to			\$1,888.88	
• Cash			\$7,888.88	
• Other			N/A	
If total depreciation is required, enter 97 and 100 below			\$3,911.11	
			\$37,618.88	
3. Other Charges Including Income Paid to Others within Report				
Gather any living part of these amounts				
A. Cost of Optional Capital Insurance paid to Insurance Company or Companies				
to			N/A	
B. Monthly Rental Income Receiving Paid to Rental Company				
to			N/A	
C. Cost of Optional Insurance Paid to Insurance Company or Companies				
to			N/A	
D. Optional Capital Insurance Paid to Insurance Company or Companies				
to			\$375.00	
E. Other N/A or to be collected N/A				
to	N/A	N/A	N/A	
to	N/A	N/A	N/A	
to			N/A	
F. Cost of Rental Rental Paid to Rental or Cash Price				
to			N/A	
G. Cost of Rental Income and Depreciation Fees				
to			N/A	
H. Cost of Rental Income and Depreciation Fees				
to			\$10.00	
I. Other Charges (please enter clearly any important)				
Rebate (personal)				
to		for Other Cash or Lease Source	\$0.00	
to		for	N/A	
to		for	N/A	
JULIAN LEECH SA for the Prop Fee				
to			\$92.00	
to			N/A	
to			N/A	
to			N/A	
Total Other Charges and Amounts Paid to Others within Report				
Amount Received (U.S.)			\$39,510.00	

[illegible]

OPTION ☐ You pay no service charge if the Annual Francos, Item 5, is paid in full on or before N/A Year SELLER'S INITIALS

OPTIONAL GAP CONTRACT: A gap contract (also known as contract gap insurance) is not required to obtain GAP coverage. If you do not have a gap contract, you will not be protected against theft or damage to your vehicle. If you do not have a gap contract, you will be responsible for the difference between the actual cash value of your vehicle and the amount you receive from your insurance company. To obtain a gap contract, you must contact your insurance company. The cost of a gap contract is typically a percentage of the vehicle's value. The gap contract will remain in effect until the vehicle is sold or the loan is paid off. If you do not have a gap contract, you will be responsible for the difference between the actual cash value of your vehicle and the amount you receive from your insurance company. To obtain a gap contract, you must contact your insurance company. The cost of a gap contract is typically a percentage of the vehicle's value. The gap contract will remain in effect until the vehicle is sold or the loan is paid off.

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the same old

*[Signature]*

**NO COOLING OFF PERIOD**  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs \_\_\_\_\_ Co-Signer Signs \_\_\_\_\_  
If any part of this contract is not valid, all other parts stay in effect. We may delay or refuse to perform any of our obligations under this contract without having to give you any notice. See your agency for more information about obtaining the form for making changes.

**NOTICE TO THE BUYER:** Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and refuse it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs [Signature] Date 1/28/11 Co-Buyer Signs [Signature] Date \_\_\_\_\_  
 Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the debt sold. An other owner is a person whose name is on the title of the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Obi please sign here ☒ Date \_\_\_\_\_ Address \_\_\_\_\_  RE: Case

10/11/2008 05:11:28

☐ Assigned with income ☒ Assigned without income ☐ Assigned with limited income

[illegible]

## OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge: We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments: We may apply each Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments: We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay: We based the Finance Charge, Total Payments, and Total Sale Price shown on the front of the agreement that you will make every payment on the day it is due. Your Finance Charge, Total Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay: You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge as all other amounts due up to the date of your payment.

## 2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing: You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle: You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, abuse, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fees, or expenses on the vehicle, you agree to repay the amount when we ask for it.
- Security interest: You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance proceeds to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges: If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES:

- You may owe late charges: You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- You may have to pay all you owe at once: If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information you owe on the contract at once, unless means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information in a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs: If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.

We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may keep them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- How you can get the vehicle back if we take it: If we repossessed the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as if direct use of the vehicle, including it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest legal rate and you pay.

What we may do about optional insurance, maintenance, service, or other contracts: This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. WARRANTIES-SELLER DISCLOSURES

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Used Car Buyers Guide: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

## 5. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "Personal, Family or Household" box in the "Primary Use for Which Purchased" section of this contract is checked. Unless expressly authorized under the Georgia Motor Vehicle Sales Finance Act, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (sellers) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

dealertracktechnologies

Search Work Queues Reports Utilities User Setup

title management system  
Capital One Auto Finance

Home Help Resources Contact Log out

Perfected

Account	Actions»
VIN/HIN: ZAMCE39A060023293 Status: Perfected (PT) Tiling State: GA Year: 2006 Account: [REDACTED] Loan: 1001 LoanSuffix: 301 Branch: 800 Make: QUAT Model: TROPORTE Primary customer: PIONBINO, ADAM C Secondary customer: [REDACTED] Alert when perfected: <input type="checkbox"/> Client <input type="checkbox"/> CMS Originator: PLA App. ID: 76312254 User Defined 3: Lienholder Status Code: Business Unit: Dealer ID/Name: 27898 / ATLANTA USED CARS CENTER INC Recovery type: Amount Financed: 38510.81 Financed date: 06/29/2011 Booked date: 06/29/2011 Expected payoff date: 06/26/2017 Payoff date: Perfected date: 7/19/2011 State: GA Account sub/type: None Expected Contract Type: Title Actions» VIN/HIN: ZAMCE39A060023293 State: GA Title Number: 774412111942007 Year: 2006 Make/Builder: MASE Model: Owner(s): ADAM CHARLES PIONBINO Closed Date: Lienholder: CAPITAL ONE AUTO FINANCE Closed Reason: Match Type: AUTOMATIC Document Location: Match Date: 7/19/2011 Issuance Date: 7/19/2011 State Cancel Reason: Imported Date: 7/19/2011 Title-Electronic Perfected	LOAN



RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

Contract Number 001103081098 Printed Number

Buyer Name and Address (Including County and Zip Code) JAMES CHARLES #10000180	Co-Buyer Name and Address (Including County and Zip Code) JAMES CHARLES #10000180	Credit Seller Name and Address ATLANTA USED CARS CENTER INC 1818 INDUSTRIAL PARK DR. MARIETTA GA 30067 ATLANTA USED CARS CENTER INC 1818 INDUSTRIAL PARK DR. MARIETTA GA 30067 (770) 213-4455
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Credit Seller (sometimes "us" or "we") in the contract the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2010	KIA NISSEI K 44449	W00H75GB2AA065729	Personal, Family, or Household Use <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you, or on your behalf	Total of Payments The amount you will pay back when you have made all payments as scheduled	Total Sales Price The total cost of your purchase on credit, including your down payment of \$500.00
4.44%	\$ 3345.45	\$ 24789.30	\$ 29334.15	\$ 31834.15
Your Payment Schedule Will Be:				
Number of Payments	Amount of Payments	When Payments Are Due		
72	\$339.63	Monthly beginning 07/01/13		
Late Charge: If payment is not received in full within 15 days after it is due, you will pay a late charge of \$ 50.00 or 5% of the part of the payment that is late, whichever is less.				
Prepayment: If you pay off all your debt early, you will not have to pay a penalty.				
Security Interest: You are giving a security interest in the vehicle being purchased.				
Additional Information: See this contract for more information including information about nonpayment, default, any required repairs to be taken by the scheduled date and security risk.				

Amount of Amount Financed		\$ 30790.00
1. Cash Price (including sales tax of 1.552%)		\$ 30790.00
2. Down Payment		\$ 500.00
3. Cash Price (including sales tax of 1.552%)		\$ 30790.00
4. Cash Price (including sales tax of 1.552%)		\$ 30790.00
5. Cash Price (including sales tax of 1.552%)		\$ 30790.00
6. Cash Price (including sales tax of 1.552%)		\$ 30790.00
7. Cash Price (including sales tax of 1.552%)		\$ 30790.00
8. Cash Price (including sales tax of 1.552%)		\$ 30790.00
9. Cash Price (including sales tax of 1.552%)		\$ 30790.00
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16. Cash Price (including sales tax of 1.552%)		\$ 30790.00
17. Cash Price (including sales tax of 1.552%)		\$ 30790.00
18. Cash Price (including sales tax of 1.552%)		\$ 30790.00
19. Cash Price (including sales tax of 1.552%)		\$ 30790.00
20. Cash Price (including sales tax of 1.552%)		\$ 30790.00
21. Cash Price (including sales tax of 1.552%)		\$ 30790.00
22. Cash Price (including sales tax of 1.552%)		\$ 30790.00
23. Cash Price (including sales tax of 1.552%)		\$ 30790.00
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26. Cash Price (including sales tax of 1.552%)		\$ 30790.00
27. Cash Price (including sales tax of 1.552%)		\$ 30790.00
28. Cash Price (including sales tax of 1.552%)		\$ 30790.00
29. Cash Price (including sales tax of 1.552%)		\$ 30790.00
30. Cash Price (including sales tax of 1.552%)		\$ 30790.00
31. Cash Price (including sales tax of 1.552%)		\$ 30790.00
32. Cash Price (including sales tax of 1.552%)		\$ 30790.00
33. Cash Price (including sales tax of 1.552%)		\$ 30790.00
34. Cash Price (including sales tax of 1.552%)		\$ 30790.00
35. Cash Price (including sales tax of 1.552%)		\$ 30790.00
36. Cash Price (including sales tax of 1.552%)		\$ 30790.00
37. Cash Price (including sales tax of 1.552%)		\$ 30790.00
38. Cash Price (including sales tax of 1.552%)		\$ 30790.00
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97. Cash Price (including sales tax of 1.552%)		\$ 30790.00
98. Cash Price (including sales tax of 1.552%)		\$ 30790.00
99. Cash Price (including sales tax of 1.552%)		\$ 30790.00
100. Cash Price (including sales tax of 1.552%)		\$ 30790.00

OPTION ☐ You pay no finance charge if the Amount Financed, less \$5, is paid in full on or before \_\_\_\_\_ Year \_\_\_\_\_ SELLER'S INITIALS

DISCLOSURE: SINGLE INTEREST INSURANCE (SII) Insurance: If the vehicle is damaged, the Credit Seller will be responsible for the total loss of the vehicle to protect the Credit Seller from loss or damage to the vehicle. The SII Insurance is for the Credit Seller's protection. This insurance does not protect you against loss to the vehicle. You may obtain the insurance coverage through which the SII Insurance is provided. If you do not purchase SII Insurance through the Credit Seller, the cost of this insurance is \$1,100 per year. This cost is based on the total of the Amount Financed. The coverage is for the total term of the contract.

OPTIONAL GAP CONTRACT: A gap contract is an optional contract that is not required to be signed. It will be provided to you upon request and you will pay the gap charge if you default on the contract. The gap charge is the difference between the cash value of the vehicle and the balance of the loan. The gap charge is based on the balance of the loan at the time of default. The gap charge is \$1,100 per year. This cost is based on the total of the Amount Financed. The coverage is for the total term of the contract.

Buyer Sign: \_\_\_\_\_ Seller Sign: \_\_\_\_\_

NO COOLING OFF PERIOD  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the terms of the agreement and is binding on both parties. Any changes to this contract must be in writing and signed by both parties. The Buyer Sign: \_\_\_\_\_ Co-Buyer Sign: \_\_\_\_\_ Seller Sign: \_\_\_\_\_

NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Sign: \_\_\_\_\_ Co-Buyer Sign: \_\_\_\_\_ Seller Sign: \_\_\_\_\_

Other owner signs here: \_\_\_\_\_

Seller Sign: \_\_\_\_\_

Seller assigns to whom in this contract: CAPITAL ONE AUTO FINANCE (Assigned under the terms of Seller's agreement) with assigned

Buyer: ATLANTA USED CARS CENTER INC

SELLER'S SIGNATURE: \_\_\_\_\_

ORIGINAL LENDER





## OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

If you pay late, we may also take the steps described below.

- You may have to pay all you owe at once. If you break your promises (defaults), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or are started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.

- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses.

- If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

## 6. Sending and Collection Contacts.

You agree that we may try to contact you in writing, by e-mail, or using prerecorded or artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

## 7. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows it.



title management system  
Capital One Auto Finance

Search Work Queues Reports Utilities User Setup

Home Help Resources Contact Log out

Perfected

Account		Actions»	
VIN/HIN: WDDHF5G82AA065729 Status: Perfected (PT) Tiling State: GA Year: 2010			
Account: [REDACTED] Loan: 1001 LoanSuffix: 301 Branch: 800 Make: MERZ E350 Model:			
Primary customer: PIOMBINO, ADAM C			
Secondary customer: [REDACTED]			
Alert when perfected: <input type="checkbox"/> Client <input type="checkbox"/> CMS			
Originator: PLA			
App. ID: 91203026			
User Defined 3:			
Lienholder Status Code:			
Business Unit:			
Dealer ID/Name: 27898 / ATLANTA USED CARS CENTER INC			
Recovery type:			
Amount Financed: 24788.50			
Financed date: 05/22/2013			
Booked date: 05/22/2013			
Expected payoff date: 06/04/2019			
Payoff date:			
Perfected date: 6/26/2013			
State: GA			
Account subtype: None			
Expected Contract Type:			

Title	Actions»
VIN/HIN: WDDHF5G82AA065729 State: GA Title Number: 771005131626963	
Year: 2010 Make/Builder: MERZ Model:	
Owner(s): ADAM CHARLES PIOMBINO	
Lienholder: CAPITAL ONE AUTO FINANCE	
Match Type: AUTOMATIC	
Issuance Date: 6/26/2013	
Imported Date: 6/26/2013	
Closed Date:	
Closed Reason:	
Document Location:	
State Cancel Reason:	
Title-Electronic	
Perfected	

